

# Journal of Collective Bargaining in the Academy

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Volume 0 *National Center Proceedings 2018*

Article 30

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April 2018

## Temple University: Negotiating About Adjunct Faculty in a Newly Combined Unit

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### Recommended Citation

(2018) "Temple University: Negotiating About Adjunct Faculty in a Newly Combined Unit," *Journal of Collective Bargaining in the Academy*: Vol. 0 , Article 30.

Available at: <https://thekeep.eiu.edu/jcba/vol0/iss13/30>

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## **Tentative Agreement between Temple and TAUP, initialed by Steve Newman for TAUP and Sharon Boyle for Temple, 8/28/2017**

### **To be added to the Preamble/Academic Freedom**

The parties agree that Academic Freedom as described in the Preamble shall apply to the adjunct faculty only in performance of their assigned duties at Temple University as explicitly stated in the terms of their current appointment. In speaking and writing outside the University, a faculty member shall not attribute his or her personal views as those of the University unless expressly authorized in writing by the university to do so.

#### **Side Letter on Academic Freedom:**

As it applies to all faculty in the bargaining unit, the parties disagree with respect to the grievability and arbitrability of the Preamble and the statement regarding academic freedom contained therein. The parties acknowledge that there has never been a grievance or arbitration addressing the grievability/arbitrability of the Preamble or with regard to the substance of the Preamble.

### **Article 2: Definition**

Effective with the signing of the agreement, the bargaining unit shall include all part-time faculty on payroll in adjunct faculty classifications during any full or partial semester provided that:

1. The individual has primary responsibilities for classes or labs bearing a total of 2 credits or more or performs research or provides instruction to students as artist-in-residence or clinical adjunct faculty for 10 hours per week or more; and
2. The individual has had primary responsibilities for classes or labs bearing a total of 2 credits or more or performed research or provides instruction to students as artist-in-residence or clinical adjunct faculty for 10 hours per week or more in at least one full or partial semester in the immediately preceding 3 semesters.

All adjunct faculty members on payroll in a summer session and meeting criteria 1 and 2 above shall be included in the bargaining unit.

All adjunct faculty on payroll who were full-time TU employees in the TAUP bargaining unit within the 3 immediately preceding semesters and meeting criterion 1 above shall be included in the bargaining unit.

All adjunct faculty members who have not worked within the 4 immediately preceding Fall or Spring semesters must re-establish eligibility.

### **Article 3: Non-Discrimination**

Temple agrees that the current provision in the CBA will apply to adjuncts.

#### **Article 4: Affirmative Action**

- A. Temple and TAUP agree to cooperate in the implementation of the Affirmative Action Program. It is understood that, consistent with Article 5, Rights of Temple, the Affirmative Action Policy, its substance and implementation is the sole responsibility of Temple and not subject to collective bargaining.
- B. Temple and TAUP agree to establish a joint committee to discuss diversity related issues pertaining to all members of the bargaining unit. Upon request, the university will share relevant and available data regarding demographics and general hiring practices.

#### **Article 6 Rights of TAUP**

- A. Temple shall make available to TAUP, upon reasonable notice, information and data concerning the wages, hours, and terms and conditions of employment of adjunct members of the bargaining unit, including the following:
  - 1. Name, college, department, gender, TU employee #, TU email, TU phone, DOB, date of initial hire (if available), date of current appointment, rank, semester salary, race, home address and phone. The union understand that certain of the preceding information will be provided only if supplied by the employee. Such information shall be supplied on October 1 (based on the Fall Semester payroll), on March 1 (based on the Spring Semester payroll), and June 1 (based on the Summer Semester payroll).
  - 2. Benefits information for adjunct members of the bargaining unit, including the number of members participating in each benefit level and total participation by adjunct members participating in each benefit and total participation by adjunct members of the bargaining unit.
- B. Temple and TAUP agree that the following data for adjunct faculty members of the bargaining unit will also be provided when available: (a) credit hours taught; (b) basis of pay (e. g., per credit hour, number of students or other); and (c) last semester worked prior to the current semester. Temple commits to making a good faith effort to provide these data within 9 months and provide updates every 3 months. Upon request, TAUP may grant an extension of the timeline, which will not be unreasonably denied.

#### **Article 7 Deduction of Dues**

Temple agrees to institute a method for deducting dues from the pay of adjunct faculty who authorize the deduction within 9 months of ratification. Temple will provide updates on progress every 3 months. TAUP will agree not to file a complaint provided that the University sends deductions to the union at the time specified by the method instituted. Upon request, TAUP may grant an extension of the timeline. The granting of such request will not be unreasonably denied.

## **Article 8 Grievance Procedure**

### **New Section B: Adjunct Faculty Grievance Procedure**

1. Step 1. Within ten (10) business days after the grievance occurs or after the grievance should have been known, it shall be presented in writing to the Chair, with copies to the Dean and TAUP. The Chair shall discuss and answer the informal presentation in writing within five (5) business days after receiving the grievance, with copies to the Dean, Human Resources and TAUP.
2. Step 2. A dispute unresolved in Step 1 may then be presented in writing to the Dean or other designated University officer within five (5) business days of the grievant's receipt of the response or lack thereof in Step 1. A grievance so presented in Step 2 shall be answered by Temple in writing within ten (10) business days after its presentation.

## **Article 9 Arbitration**

The parties agree that the procedure in Article 9 applies to full-time bargaining unit members. The following are provisions that apply specifically to adjunct faculty.

A grievance filed by an adjunct which has not been resolved within ten (10) working days after completion of the final step of the grievance procedure shall be referred to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules then in force of the American Arbitration Association

The parties agree that it is in their respective best interests to submit adjunct grievances to expedited arbitration. In cases of class actions or contract interpretation, if either side requests, the expedited procedure may be waived and the usual process and timeline for arbitration in Article 9 will be used. Absent mutual agreement, expedited arbitration will be used in cases involving discipline.

Within 90 days of ratification, the parties will meet with the American Arbitration Association to select a panel of three (3) arbitrators to hear adjunct cases. The arbitrators will be assigned in rotation to hear cases, with due consideration of their availability when the demand for arbitration is filed. The parties shall agree to an alphabetic list of their names from one to three. A grievance shall be assigned to the arbitrator listed first, and after the grievance shall be assigned to the arbitrator on the list immediately below the last arbitrator to whom a grievance was assigned.

An arbitrator will hear the case within four (4) weeks of appointment and render an Award and Opinion not later than four (4) weeks after the close of the hearing. Arbitrations shall be scheduled by conference call with the arbitrator.

The panel as originally constituted shall continue in effect from calendar year to calendar year unless:

- a. An arbitrator resigns from the panel;
- b. An arbitrator dies;
- c. An arbitrator is removed by agreement of the parties ; or

- d. One party gives notice to the other party that a panel member is unacceptable for renewal no later than November 1 of any year. Removal shall be effective as of January 1 of the year after which notice is given.

A vacancy on the panel shall be filled by agreement of the parties within 30 days after the vacancy occurs.

The language used in this Agreement shall be binding upon the arbitrator. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the times or provisions of this Agreement.

The decision of the arbitrator shall be final and binding. The costs of arbitration shall be shared equally by Temple and TAUP. Such costs shall be limited to the Arbitrator's fee and expenses and the charges of the American Arbitration Association.

With the agreement of both parties, the usual process and timeline for arbitration in Article 9 will be used in lieu of the expedited process above.

#### **Side letter on Arbitration**

In no case shall a remedy to arbitration for faculty members include the obligation to provide an additional appointment.

#### **Article 11 Promotion**

The parties agree to establish a joint committee to study the feasibility of a promotion process for adjunct faculty and to make recommendations. Each party will appoint 4 members.

#### **Article 12 Dismissal/Discipline of Adjunct Faculty for Just Cause**

- i. Adjunct faculty will not be disciplined or terminated without just cause.
- ii. Just cause is defined in Article 12, section B. 3.
- iii. In cases involving discipline and dismissal, Temple bears the burden of proof.
- iv. One or more personal conferences between the faculty member and appropriate administrative officers will occur for the purposes of fact-finding and discussing informal resolution. The faculty member may elect to have a TAUP representative present at these conferences. If an informal resolution is reached, the Dean or his/her/their designee will provide the faculty member with a memo detailing the discussion and agreed-upon resolution. The faculty member may also provide a response to the Dean's memo for clarification. Such memos and replies will not normally be placed in the personnel file.
- v. If this fails to resolve the matter, the adjunct faculty member may be dismissed/disciplined by Temple.
- vi. An adjunct faculty member dismissed/disciplined in a manner that results in loss of pay as promised in his/her/their current appointment may utilize the grievance (Second Step) provision of this agreement.
- vii. An adjunct faculty member dismissed with no loss of pay may place a brief statement in his/her/their personnel file.

Footnote: For grievances unrelated to this article involving interpretation of this collective bargaining agreement, please refer to Article 8, Grievance Procedure.

#### **[After Article 15] Job Security**

A committee shall be established to study the feasibility for increasing job security for adjunct faculty. The committee shall consist of 12 members, 6 appointed by Temple, 6 appointed by TAUP. The committee will be constituted within 2 months of ratification.

The committee will report its findings including any recommendations for particular processes involved in the recommendations within 12 months of the committee formation. Within 2 months of receiving the reports, both Temple and TAUP will provide responses.

#### **Article 18 Workload**

##### **New Section**

Adjunct faculty may teach no more than 8 credit hours or perform research or creative work for no more than 20 hours per week in a single semester in all Temple units combined. Both summer semesters combined equal one semester.

#### **Article 19 Salaries**

##### **Adjunct Faculty**

	Min
Effective AY 17-18	\$1425
Effective AY 18-19	\$1500

\$5/hr added to the minima for instrumentalists, jazz, voice, and keyboard artists-in-residence.

Any member above the new minimum but below \$1500 will receive a \$150 payment one time in the first semester worked in AY 17-18.

Temple University reserves the right to pay any adjunct faculty above the established minimum for any reason.

Adjuncts who have a course cancelled or re-assigned one week or less prior to the start of classes or during Add-Drop will receive 4% of what they would have been paid for the course.

#### **Article 20 Salary Increases for Faculty, Librarians, and Academic Professionals**

7/1/18 ATB 1.625% Merit 1.25-1.75% (as in current CBA)

## **Article 21 Benefits**

### **Eligibility for the 50% subsidy of single coverage**

Faculty appointed to teach two (2) courses in the current semester each bearing 2 credits or more and having taught 2 courses in at least 1 of the 3 immediately preceding Fall or Spring semesters, each bearing 2 credits or more. In the case of clinical or research faculty, working twenty (20) hours per week.

### **Eligibility for the 25% subsidy of single coverage**

Faculty appointed to teach one (1) course bearing 2 credits or more in the current semester and having taught at least 1 course bearing 2 credits or more in at least 1 of the 3 immediately preceding Fall or Spring semesters. In the case of clinical or research faculty, working ten (10) hours per week.

## **Article 23 Personnel Files**

- A. Each School/College shall designate a file within the School/College/Department as the official personnel file for each adjunct faculty member. The contents of this file shall include, at minimum, appointment letters for all appointments following ratification of this agreement and any CV or other professional information provided to the department. It shall also include any of the times listed in Article 23. B., if they exist. It shall not include TAUP membership information.
- B. Paragraphs C through J of Article 23 shall apply to adjunct personnel files.

## **Side Letter on Adjunct Appointment Letters, Parking Benefit, and Office Space Committee**

The parties agree that, beginning the first semester following ratification, adjunct faculty appointment letters will include a web link to the Adjunct Faculty Handbook, the Adjunct online orientation and the Adjunct Policy. The letter will note that information regarding working as an adjunct at Temple, including planning and teaching courses, available resources including professional assistance for adjuncts and details regarding such things as complimentary parking and textbooks at no cost can be found at these sites.

Should the university choose to make changes to the Handbook or Policy, Temple will inform TAUP at least 30 days in advance of implementation. TAUP may request a meeting to discuss any changes at any time before implementation.

Complimentary parking for adjuncts, including the existing policy regarding accommodation for those with disabilities to secure convenient parking will remain in effect for the duration of the agreement.

If any adjunct faculty member believes that these policies are not being enforced, he/she/they is encouraged to contact the Dean or Chair of his/her/their department or school, the Office of the Vice Provost for Faculty Affairs, Human Resources or Labor Relations.

Additionally, TAUP and Temple agree to form a Labor-Management Committee to look into solutions regarding office space.